



Invitation for Bid
Environmental Sampling & Laboratory
Services
IWM05077

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SECTION I**OVERVIEW**

General Information	<p>The California Integrated Waste Management Board (CIWMB) promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.</p>
CIWMB Contact	<p>California Integrated Waste Management Board 1001 I Street, Contracts Unit, MS-07 Sacramento, CA 95812 Phone: (916) 341-6120 FAX: (916) 319-7479 EMAIL: contracts@ciwmb.ca.gov</p>
Service Need	<p>The purpose of the environmental laboratory and sampling services contract is to provide the California Integrated Waste Management Board with diversified analytical capabilities and ability to provide specialized technical support to Local Enforcement Agencies (LEAs).</p> <p>The analytical capabilities obtained through this contract address the environmental testing and industrial hygiene aspects of the Board's technical support program.</p>
Contract Budget	<p>Subject to the availability of funds and approval by the Board, there is a current maximum budget of \$250,000.</p> <p>The CIWMB reserves the right to amend the budget for this Agreement as needs arise.</p>
Payment Withhold	<p>The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task.</p> <p>The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the CIWMB.</p>
Contract Term	<p>The term of this Agreement will span approximately twenty-four (24) months and is expected to begin in May 2006.</p> <p>The CIWMB reserves the right to amend the term of this Agreement as needs arise.</p>
Process Type	<p>Invitation for Bid (IFB).</p>

OVERVIEW CONT.

Process Schedule

This process will be conducted according to the following tentative schedule:

Advertisement Date	March 21, 2006
Written Questions Due by 5:00 pm	March 30, 2006
Submittal's Due/Bid Opening by 2:00 pm	April 27, 2006

SECTION II

RULES AND CONDITIONS

Introduction

There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

Commitment

Upon submittal of a Bid, the Contractor has committed to comply with the following requirements:

- All items noted in IFB documents
- Special Terms and Conditions available for viewing at www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf.
- General Terms and Conditions available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses available for viewing at www.ols.dgs.ca.gov/Standard+Language.

If the bidder fails to meet any of the requirements or comply with the CIWMB requests, the CIWMB can reject, disqualify, or remove the firm from the process.

The CIWMB is not committed to award an Agreement resulting from this IFB.

Antitrust Claims

In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Bid Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the Contractor's participation in the IFB process are at the firm's expense.

No costs incurred by the Contractor participating in the IFB process will be reimbursed by the CIWMB.

RULES AND CONDITIONS CONT.

Information

All information obtained or produced during the course of the Agreement will be made available to the CIWMB.

Any information that the Bidder deems confidential, must so be marked prior to submission to the CIWMB.

The CIWMB will hold information deemed confidential by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

Addenda

The CIWMB reserves the right to amend, alter, or change the rules and conditions of this IFB.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to the CIWMB prior to the deadline for submission of written questions. The CIWMB will issue addenda to address such issues.

Modification of Submittals

A Bid submitted prior to the submittal deadline, can be withdrawn or modified by the submitting Bidder. The Bidder must:

- Provide a written request
- Identify the requesting individual and their association to the Bidder

A Bid cannot be withdrawn after the submittal deadline has passed.

Errors in Submittals

An error in a Bid Package may be cause for rejection of that bid.

The CIWMB may make certain corrections, if the Bidder's intent is clearly established based on review of the complete bid.

Unreliable List

Any Contractor or Subcontractor currently of the CIWMB Unreliable list, is ineligible to apply for or participate in this contract.

Negotiating State Contracts

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.

If any of the conditions identified in PCC 6611 exist, the State may perform contract negotiations, if it is determined to be in the best interest of the State.

Electronic Waste Recycling

If the Contractor or any Subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

RULES AND CONDITIONS CONT.

Small Business (SB) Preference

Any Bidder competing in this process as a California Certified SB, will receive a five percent (5%) preference.

The preference is used solely for computation purposes in determining the lowest responsive bidder. The preference does not alter the amounts of the resulting agreement.

A copy of the Bidder's SB certification must be included with the Bid Package.

Subcontractors

All Subcontractors identified in the bid, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the agreement, the Contractor must use all of the SB and Disabled Veteran Business Enterprise (DVBE) firms identified on the SB/DVBE Participation Summary.

The CIWMB reserves the right to approve substitutions of Subcontractors, as long as, certified business participation levels remain unchanged.

SECTION III

BID SUBMITTAL REQUIREMENTS

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Bid.

The CIWMB may reject any Bid if it is conditional, incomplete or contains irregularities.

The CIWMB may waive an immaterial deviation in a Bid, if deemed in the best interest of the CIWMB.

Deadline

The Bid Package must be received by the CIWMB, at the address listed in Section I, Overview by 2:00 p.m. on April 27, 2006.

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

Addressing

The Bid Package must clearly state that it is in response to this IFB and note the IFB number listed with the direction of "Mailroom – do not open."

Number of Copies

The Bidder is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- One electronic copy from disc or compact disc viewable by Adobe Acrobat Reader

It is the submitting Bidder's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by the CIWMB.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber.

Qualifications and Resources

The prospective Contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

Each bid must include a description of the resources to be used on the project while demonstrating an individual or team members abilities to perform the work. The bid must include resumes for the Contract Manager, Personnel and Subcontractors, that include:

- Experience
 - Knowledge
 - Educational Background
 - Appropriate licensing
 - Tasks to be performed and number of hours
-

References

The Bidder's team must provide a minimum of three (3) verifiable references and/or experience.

The CIWMB reserves the right to seek references in addition to the client references provided by the Bidder, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

BID SUBMITTAL REQUIREMENTS CONT.

Organization	<p>Provide a brief description of the organization's services and activities, including:</p> <ul style="list-style-type: none">• Date of establishment• History• Location• Any known conflict's of interest
Contract Eligibility	<p>The Bidder must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.</p>
Licenses	<p>The Contractor shall be an individual or firm licensed to do business in California, pursuant to California Business and Profession Code Section 7028.15.</p> <p>A copy of the Bidder's license with an expiration date, must be included with the Bid Package.</p>
Cost Breakdown	<p>The bid must specify the total cost and include detailed project costs, as required in the Bid Sheet and Task Breakdown Sheet.</p> <p>SB and DVBE commitments must be identified by task and dollar amount and included in the task by task bid submittal.</p> <p>The costs identified, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.</p> <p>The amount identified on the cost breakdown may not be changed and will remain in effect for the life of the agreement.</p>
Travel and Per Diem	<p>Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract.</p> <ul style="list-style-type: none">• Lodging – up to a maximum of \$84 per day• Meals (breakfast, lunch and dinner) – up to a maximum of \$34 per day• Incidentals – up to a maximum of \$6 per day.• Coach airfare, mid-size/economy rental cars, and fuel – actual costs verified by bills or receipts. First Class or Business Class air travel is not allowed.

BID SUBMITTAL REQUIREMENTS CONT.

Small Business (SB) Participation

The CIWMB expects a minimum of five percent (5%) of the project services to be contracted to a California Certified SB that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any Subcontractors, that includes:

- If the Bidder is a Certified SB, as defined in Section V, Definitions and Terms, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has identified Subcontractors to be utilized to meet this goal, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has made a good faith effort to meet these goals and has been unable to secure a Certified SB, the Bidder must complete the Demonstration of Good Faith Effort Form and submit it with the Bid Package.

Disabled Veteran Business Enterprise Participation (DVBE)

The CIWMB expects a minimum of three percent (3%) of the project services to be contracted to a California Certified DVBE that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any Subcontractors, that includes:

- If the Bidder is a Certified DVBE, as defined in Section V, Definitions and Terms, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has identified Subcontractors to be utilized to meet this goal, the Participation Summary Form must be completed and submitted with the Bid Package.
- If the Bidder has made a good faith effort to meet these goals and has been unable to secure a Certified DVBE, the Bidder must complete the Demonstration of Good Faith Effort Form and submit it with the Bid Package.

Enterprise Zone Act (EZA)

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Bidder is qualified for this preference, the EZA Preference Request Form must be included in the bid submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

BID SUBMITTAL REQUIREMENTS CONT.

Target Area Contract Preference Act (TACPA)

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Bidder is qualified for this preference, the TACPA Preference Request Form must be included in the bid submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

Local Agency Military Base Recovery Act (LAMBRA)

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for qualified Bidders.

The Bidder must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Bidder is qualified for this preference, the LAMBRA Preference Request Form must be included in the bid submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

SECTION IV

EVALUATION AND SELECTION

Introduction

The CIWMB will perform a Pre-Qualification Evaluation process to ensure that the Bidder has included all required documentation in the Bid submittal.

If a bid package does not meet all of the requirements set forth in this IFB, it will be considered non-responsive and rejected from further competition.

Those Bidder's submittals that pass this review will be allowed to participate in the public bid opening.

Grounds for Rejection

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal
- The bid submittal is unsigned
- The bid cost is not prepared as required by the IFB
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Bidder has received a substantive negative contract performance from the State
- Any items required by the IFB are not included with the submittal

No bid may be rejected arbitrarily or without reasonable cause.

Bid Opening

The qualified bids will be opened publicly at the time set in Section I, Schedule.

Award of Agreement

Award of this Agreement will be to the lowest responsive responsible Bidder meeting all of the IFB requirements.

If the SB Preference is claimed by any Bidder, it will be equal to five percent (5%) of the lowest responsive bid of a non-certified small business Bidder.

Certified SB bids equal to or less than a non-certified bid will be awarded to the certified business.

In the event of a tie, the CIWMB shall utilize a tie breaker to determine the winning Bidder.

The CIWMB reserves the right to not award an Agreement.

Rejection of Award

If the Bidder fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, the CIWMB may deem that the Bidder has rejected the award.

The CIWMB reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

The CIWMB will notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

Bidder Notifications

The CIWMB will notify all Bidders of the outcome of their bid submittals, prior to the award of the contract.

EVALUATION AND SELECTION CONT.

Notice of Intent to Award

The CIWMB will post a notice of intent to award the agreement resulting from this IFB, upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

The notice of intent to award will be posted on the CIWMB's contract website at www.ciwmb.ca.gov/contracts and at the headquarters address noted in Section I, Overview.

Protest of Award

A Bidder may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed within the five (5) day period of the notice of intent to award timeframe.

Within five (5) days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn; Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-5088

California Integrated Waste Management Board
Attn; Contracts Unit
1001 I Street, MS-7
Sacramento, CA 95814
Fax (916) 319-7479
Email contracts@ciwmb.ca.gov

Work to be Performed Board, LEA and/or authorized contract personnel will collect laboratory field samples in appropriate containers and with the necessary preservatives as required by the analytical methods to be used for the analysis. The types of samples submitted may include bulk material samples (soil, compost, ash, tar), gas bag and solid container samples, filter samples, chemical adsorbent tubes, and other vapor, gas or aerosol collecting media. Applicable sampling and analytical methodologies, along with the necessary sampling equipment shall be discussed with the contractor prior to sample collection.

The contractor shall supply and arrange for delivery of all sample containers and equipment required. The contractor shall pick up or arrange for delivery of the samples and analyze the samples as directed or authorized by the Board and report the results in accordance with the turnaround time requirement of this agreement.

The prospective contractor must have the experience, qualifications and resources to perform the work required by this Scope of Work.

Tasks

The laboratory must also meet the following criteria:

- The laboratory must be located within California.
- The laboratory must comply with the Environmental Testing Criteria.
- The laboratory must be accredited by the Department of Health Services through its Environmental Laboratory Accreditation Program (ELAP). The laboratory must be certified to conduct those analyses that are certifiable under the program. If the primary contractor is not certified for a particular analysis, the contractor must possess the ability to subcontract the analysis to another certified laboratory without acquiring additional costs related to the analyses, including additional shipping and processing costs. The laboratory will submit a copy of their ELAP accreditation to the Board's contract administrator prior to the award of the contract.
- In order to serve projects in both northern and southern California, the contractor must be able to arrange overnight delivery or same-day pick up anywhere in the state without acquiring additional costs related to the analyses, including but not limited to additional shipping and processing costs.

1. Environmental Testing Criteria

The comprehensive laboratory services contract includes but may not be limited to the following environmental test methods on liquids (water, wastewater, leachate, and gas condensate), solids (soil, burn ash, incinerator ash, compost, sludge, plant materials, paper, plastics, etc.), and/or gases (landfill gas, soil gas, emissions, ambient air, flue gas, etc.):

- a. Methods to detect the presence of microorganisms including total coliform, fecal coliform or *Escherichia coli* (*E. coli*) in water, wastewater, sludge, or compost.
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DESCRIPTION OF WORK CONT.

Tasks Cont.	<p>b. Methods to determine the presence of inorganic substances and physical properties of water including toxic chemical elements using colorimetric, gravimetric, titrimetric, electrometric, or ion chromatographic techniques and include the following: alkalinity; toxicity, calcium; chloride; corrosivity; fluoride; hardness; magnesium; nitrate; nitrite; sodium; sulfate; total filterable residue and conductivity; iron; manganese; orthophosphate; silica; cyanide.</p> <p>c. Methods to detect the presence of inorganic substances, nutrients, physical or chemical demands, or physical properties in the determination of wastewater, leachate and gas condensate quality including but not limited to acidity, alkalinity, biological oxygen demand, chemical oxygen demand, pH, total dissolved solids, turbidity, hardness, conductance, etc.</p> <p>d. Methods to determine the presence of trace metals or asbestos in determining water quality using atomic absorption, inductively coupled plasma, inductively coupled plasma/mass spectrophotometer, or an electron microscope device (e.g., arsenic, barium, cadmium, total chromium, copper, iron, lead, manganese, mercury, selenium, silver, zinc, asbestos, EPA 200.7 and 200.8, etc.).</p> <p>e. Methods to detect the presence of trace organic compounds in determining water quality requiring and not requiring the use of a gas chromatograph/mass spectrophotometer device (e.g. EPA Methods 501.3, 524.2, 525 and 513, 503.1, 502.2, etc.).</p> <p>f. Methods to detect the presence of trace organics in wastewater, leachate and gas condensate including but not limited to the following: EPA 624, 625, 1613, 1625, 601, 602, 603, 604, etc.).</p> <p>g. Methods to detect the presence of radioactive substances in water, wastewater, or solid waste.</p> <p>h. Aquatic bioassay methods to detect the presence of toxins in the determination of wastewater quality or in hazardous wastes.</p> <p>i. Analyses to determine the physical properties of hazardous and solid wastes including: ignitability by flashpoint determination; corrosivity by pH determination; corrosivity by corrosivity towards steel; and reactivity. EPA 9040, 9045, and 9050, etc.</p> <p>j. Analyses to determine the presence of inorganic substances in solid waste or hazardous waste samples including EPA 6010, 6020, and 7000 series, etc.</p> <p>k. Methods to prepare waste samples for further testing including: California waste extraction test (WET); extraction procedure toxicity (EP TOX); toxicity characteristic leaching procedure (TCLP).</p> <p>l. Analyses to determine the presence of trace organics in solid and hazardous waste samples including: EPA 3500, 5000, 8000, 8100, and 8200 series, etc.</p> <p>m. Method to detect the presence of asbestos for complying with GC Section 66261.249 m 2 A using polarized light microscopy.</p>
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DESCRIPTION OF WORK CONT.

Tasks Cont.

- n. Methods for determining the concentrations of fixed gases (carbon dioxide, methane, oxygen, nitrogen, hydrogen sulfide, etc.) Individually or in bank in a gas sample (landfill gas, soil gas, ambient air, flue gas samples, etc.) using gas chromatography.
- o. Methods for detecting the presence of organic compounds (e.g. benzene, vinyl chloride, trichloroethylene, total hydrocarbons, etc.) in gas samples individually or in bank, using gas chromatography or gas chromatography/mass spectrophotometry including EPA TO-14 Analysis with low detection limits for vinyl chloride.
- p. Methods of analysis for constituents in accordance with EPA 413.2, 415.2, 502.1, 503.1, 524.1, 613, 624, 625, etc.)
- q. Methods for determining gas quality for the purpose of combustion efficiency including moisture content, energy capacity (BTUH/SCF), explosivity and ignitability.
- r. Methods for isotopic differentiation and carbon C-14 dating.

The contract laboratory may be required to perform other tests as needed and additional work not normally included on the tasks listed above (e.g. field sampling, experimental design, statistical analysis, review and evaluation of analytical data, etc.) without introducing additional overhead costs resulting from using subcontractors, including shipping and handling costs.

2. Industrial Hygiene Laboratory Criteria

- a. The laboratory must be accredited under the Laboratory Accreditation Program of the American Industrial Hygiene Association and continue to participate in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program.
- b. The laboratory must be accredited to analyze all PAT materials including: lead, cadmium, chromium, zinc, asbestos, silica, and organic solvents (carbon tetrachloride, benzene, vinyl chloride, trichloroethylene, p-dioxane, toluene, chloroform, 1,2 dichloroethane, methylene chloride, methyl chloride, methyl ethyl ketone, and o-xylene).
- c. The laboratory must have the instrumentation necessary to perform the following analytical methods: Atomic Absorption Spectroscopy; Graphite Furnace; Colorimetry; Gas Chromatography/Flame Ionization Detector; Gas Chromatography/Electron Capture Detector; Gas Chromatography/Nitrogen Phosphorous Detector; Gas Chromatography/Mass Spectroscopy; Gravimetric; High Pressure Liquid Chromatography; Ion Chromatography; Particle Count with Light Microscopy; Phase Contrast Microscopy; Ultraviolet Spectroscopy.
- d. The precision, accuracy, and sensitivity of analytical methods used at least equal to those specified by NIOSH methods.

3. Subcontract Administration

Any subcontracted analysis on a routine basis (i.e., the inability of the primary contractor to perform routine analyses in-house); the subcontractor must meet the specifications for accreditation (items 1 and 2), Quality Assurance Program (item 4), and turnaround times (item 5). There must be adequate sample custody procedures on the part of both the primary contractor and the subcontractor. The following must be included in the bid if the subcontractor will be used routinely:

DESCRIPTION OF WORK CONT.

Tasks Cont.

- a. Identification of analyses to be subcontract;
 - b. Identification of subcontracting laboratory;
 - c. Outline of quality assurance procedures used by the subcontractor; and
 - d. Outline of quality assurance controls for sample and/or extract transportation.
- 4. Quality Assurance**
The laboratory must have in effect and submit to the Board's contract administrator a quality assurance program, which at the minimum, consists of the elements listed below:
- a. Specifications of responsibilities of personnel;
 - b. Chain of custody procedures; and
 - c. The following data feedback and review procedures:
 - i. computation rechecks
 - iii. assessment of systematic errors and methods of correction
 - sample spikes by sample matrix
 - reagent blanks
 - method blanks
 - iii. assessment of precision and accuracy
 - sample replication by sample matrix
 - determination of warning and control limits
 - procedures for re-analysis
 - quarterly external audits
 - iv. records maintained for at least five years from the time of completion of the analysis
 - v. regular and appropriate equipment calibration and maintenance
 - vi. chemical inventory control
 - vii. personnel training and evaluation
- 5. Sampling Equipment**
The contract laboratory will be required to provide sampling media and collection devices, including but not limited to glass soil sample jars, brass/stainless steel sample tubes and end caps, amber jars, VOA's, summa canisters, critical flow orifices, tedlar bags, fibers, sorbent tubes, air pumps, timing devices, impinger solutions, and impingers. Sampling labels, sampling tags, chain-of-custody seals, chain-of-custody forms and both hard and electronic copies of analytical result tables shall also be provided. All costs associated with the additional sampling equipment must be included in the test unit price. No charges shall be applied to unused or defective equipment.
- 6. Equipment and Sample Shipment**
The contract laboratory shall provide pick-up and shipment of media and samples to and from the Board or the Board's project sites throughout California for analysis at no additional cost for regular, urgent or top priority analyses.
- 7. Cost Estimates**
Cost estimates for analyses requested shall be transmitted to the Board contract coordinator within one business day upon receipt of the sampling/analysis request.
- 8. Payment Requests**
Payment request accompanied by a detailed cost breakdown for analyses performed shall be submitted to Board accounts payable staff after the receipt date of the final analyses report.
-

DESCRIPTION OF WORK CONT.

Tasks Cont.	<p>9. Quarterly Financial Report The contractor will provide the Board contract coordinator with a detailed quarterly financial report disclosing all expenditures acquired on Board behalf under this contract.</p> <p>All samples must be analyzed in a timely manner so as to maintain the required quality of analytical results. Similarly, analytic results must be submitted to the Board within a reasonable time.</p> <p><u>Sample Turnaround Time.</u></p> <p>The sample turnaround time is the time elapsed between the receipt of the sample by the contractor and the analysis of the sample. The sample turnaround time shall be within the limits defined by the specific methodology used. Board staff may require a specific turnaround time different from what is defined by the chosen methodology, as dictated by the purpose of the analysis. No payment will be made for analysis of samples if the agreed upon sample turnaround time is exceeded, so as to compromise the sample integrity or timeliness of the results, as determined by Board staff.</p> <p><u>Report Turnaround Time.</u></p> <p>Laboratory must be capable of supplying the California Integrated Waste Management Board with reports of analysis within the turnaround times as follows:</p> <p>Routine Priority: seven (7) business days from sample receipt date results to be facsimile, ten (10) working days for final written report.</p> <p>Urgent Priority: two (2) business days from date of sample receipt for facsimiled results, full written report to follow as soon as possible, but no later than seven (7) business days.</p> <p>Top Priority: 24 hours from date sample receipt for facsimiled results, full written report to follow as soon as possible, but no later than five (5) business days.</p>
Control of Work	<ol style="list-style-type: none">1. The CIWMB staff have the authority to determine the quality and acceptability of the following:<ul style="list-style-type: none">• Work to be performed• Rate and progress of the work• Fulfillment of the services provided by the Contractor• Compensation for services provided by the Contractor<p>These decisions will be deemed final and enforceable by CIWMB staff when the Contractor fails to complete orders required by this Agreement.</p>2. The Contractor will designate a Program Manager who holds the following authority:<ul style="list-style-type: none">• Act as the Contractor's Representative for work to be provided under this Agreement• Act as the Contractor's Representative regarding contractual matters relating to this Agreement<p>If during the course of the Agreement, it is deemed necessary to replace the Program Manager, CIWMB staff approval is required.</p>

SECTION VI DEFINITION AND TERMS

General Unless the context otherwise requires, wherever in this IFB or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations	ADA	Americans with Disabilities Act
	CCR	California Code of Regulations
	DVBE	Disabled Veteran Business Enterprise
	EPA	Environmental Protection Agency
	IFB	Invitation for Bids
	GC	Government Code
	CIWMB	California Integrated Waste Management Board
	PCC	Public Contract Code
	SB	Small Business
	SOW	Scope of Work

Agreement The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the IFB, Bid, general and specific terms and conditions, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Bid A potential Contractor's reply to a solicitation for purchase of goods or services which represents what the Contractor would charge to provide those goods or services.

Bidder Any business venture that responds to an Invitation to Bid by submitting a bid to the contracting agency. A potential Contractor.

Bidder's Conference A meeting with potential bidders before the bid submission date.

Bid Opening A public meeting, where the costs bid by a Bidder on an advertised project, are opened and a determination is made as to the apparent low bidder.

Board Members of The California Integrated Waste Management Board.

Board Staff Staff of the California Integrated Waste Management Board involved in the implementation of this contract or representatives of Consultant to the California Integrated Waste Management Board as designated in the Work Orders.

CIWMB The California Integrated Waste Management Board.

DEFINITION AND TERMS CONT.

Consultant	The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with the CIWMB to provide work pursuant to this IFB or his or their legal representatives.
Contract	A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.
Contract Manager	A person designated by the responsible state agency or department to manage performance under a contract.
Contractor	A party contracting with the awarding agency. Vendor is often used synonymously with Contractor.
Director	The Executive Director of the California Integrated Waste Management Board, or designees. Any references to Executive Officer shall mean the Executive Director and/or its designated officer.
Disabled Veteran Business Enterprise (DVBE Certified)	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State.
Legal Holidays	Those days designated as State holidays in the Government Code.
Program Manager	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to the Board.
Responsible Bidder	A bidder who is fully capable of performing the contract.
Responsive Bidder	A bidder whose bid meets the specifications & other requirements contained in the IFB.
Scope of Work	The description of work required of a Contractor by the awarding agency.
Small Business (Certified)	A business that has been certified by the Office of Small Business Certification and Resources, Department of General Services, as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.

DEFINITION AND TERMS CONT.

State Contract Law The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

Subcontractor A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

ATTACHMENTS

Bid Sheet

LABORATORY SERVICES
IWM05077

Complete this form and submit the original in accordance with the requirements of this IFB.

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this bid constitutes an irrevocable offer for a ninety (90) day period for the CIWMB to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in CIWMB documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CIWMB in verification of the recitals comprising this Bid and also hereby authorizes the CIWMB to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any Subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative:	Contractor Name:
Address:	Telephone #:
City, State Zip:	Email:
Signature of Authorized Representative:	Date Signed:

Test methods listed below are for evaluation purposes only. Each bid submittal package should include a complete price list for the test methods and services listed in the Invitaiton For Bid document for both standard (7 business days) and urgent (24 hours) sample turnaround times.

Rating Criteria for Evaluating Environmental Services Bid Submittals								
					Unit Cost**	Factor	(Unit Cost) x (Factor)	
Gas Analyses (standard turnaround time)								
Fixed Gases (ASTM D-1945)						0.214		
Methane						0.214		
Total Organics (EPA TO-15)						0.214		
Carbon Speciation (EPA TO-3)						0.079		
Hydrogen Sulfide (EPA 15 & 16)						0.079		
Gas Analyses (urgent turnaround time)								
Fixed Gases (ASTM D-1945)						0.054		
Methane						0.054		
Total Organics (EPA TO-15)						0.054		
Carbon Speciation (EPA TO-3)						0.019		
Hydrogen Sulfide (EPA 15 & 16)						0.019		
Burn Ash, Solid Waste & Soil Analyses (standard turnaround time)								
pH, Reactivity, Ignitability						0.040		
Total CAM 17 Metals (EPA 6010) including extraction/digestion						0.080		
Total CAM 5 Metals (EPA 6010) including extraction/digestion						0.080		
TCLP RCRA Metals (EPA 1311) including extraction/digestion						0.060		
STLC CAM 17 Metals (EPA 6010) including extraction/digestion						0.080		
STLC CAM 5 Metals (EPA 6010) including extraction/digestion						0.080		
DI-WET, WET (EPA 6010, 22 CCR) including extraction/digestion						0.080		
Organochlorine Pesticides/PCBs (EPA 608/8082)						0.060		
					Unit Cost**	Factor	(Unit Cost) x (Factor)	
Burn Ash, Solid Waste & Soil Analyses (standard turnaround time)								
continued from previous page								
Carbon Chain Breakdown C6-C44 (EPA)						0.060		
Semivolatile Organic Compounds (SVOCs) PAH/PNAs only (EPA 8270)						0.060		
SVOCs Full List (EPA 8270)						0.040		
Dioxins/Furans (EPA 8280A)						0.080		

ATTACHMENT A							
Burn Ash, Solid Waste & Soil Analyses (urgent turnaround time)							
pH, Reactivity, Ignitability						0.010	
Total CAM 17 Metals (EPA 6010) including extraction/digestion						0.020	
Total CAM 5 Metals (EPA 6010) including extraction/digestion						0.020	
TCLP RCRA Metals (EPA 1311) including extraction/digestion						0.015	
STLC CAM 17 Metals (EPA 6010) including extraction/digestion						0.020	
STLC CAM 5 Metals (EPA 6010) including extraction/digestion						0.020	
DI-WET, WET (EPA 6010, 22 CCR) including extraction/digestion						0.020	
Organochlorine Pesticides/PCBs (EPA 608/8082)						0.015	
Carbon Chain Breakdown C6-C44 (EPA)						0.015	
Semivolatile Organic Compounds (SVOCs) PAH/PNAs only (EPA 8270)						0.015	
SVOCs Full List (EPA 8270)						0.010	
Dioxins/Furans (EPA 8280A)						0.020	
						Total	\$
<p>Note: Reusable sample containers must be certified clean for at least one container for every five supplied for each sampling event.</p> <p>** Unit cost for both urgent and for regular turnaround times must include all additional costs, including but not limited to those which may result from using a subcontracted laboratory, shipping costs, delivery/courier costs, costs of sampling equipment (thermometers, vacuum gauges, impingers, air sampling pumps, critical flow orifices, containers, specialized containers, etc.), costs of unused equipment, and any other costs.</p>							

Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCON-TRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) shall be attached. For each small and DVBE business identified.

Demonstration of Good Faith Efforts

1	Contact made with California Integrated Waste Management Board to identify potential SB/DVBE firms.																				
Name of Person Contacted: _____ Title: _____ Date of Contact: _____																					
2	Contact made with other State agencies, including the Department of General Services, to identify potential SB/DVBE firms.																				
Agencies Contacted: <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left; width: 45%;"><u>Name of Agency</u></th> <th style="text-align: left; width: 30%;"><u>Person</u></th> <th style="text-align: left; width: 25%;"><u>Date of Contact</u></th> </tr> </thead> <tbody> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 40px;"> </td><td> </td><td> </td></tr> </tbody> </table>				<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>															
<u>Name of Agency</u>	<u>Person</u>	<u>Date of Contact</u>																			
3	Advertisements published in trade papers or other publications focusing on SB/DVBE firms.																				
<table style="width: 100%;"> <thead> <tr> <th style="text-align: left; width: 70%;"><u>Name of Paper or Publication</u></th> <th style="text-align: left; width: 30%;"><u>Date Published</u></th> </tr> </thead> <tbody> <tr><td style="height: 100px;"> </td><td> </td></tr> <tr><td style="height: 100px;"> </td><td> </td></tr> <tr><td style="height: 100px;"> </td><td> </td></tr> <tr><td style="height: 100px;"> </td><td> </td></tr> <tr><td style="height: 100px;"> </td><td> </td></tr> </tbody> </table> <p style="margin-top: 10px;"><i>Note: Attach a copy of each advertisement. Placeholder lists are not acceptable.</i></p>				<u>Name of Paper or Publication</u>	<u>Date Published</u>																
<u>Name of Paper or Publication</u>	<u>Date Published</u>																				
4	Invitations to bid sent to potential SB/DVBE firms.																				
<table style="width: 100%;"> <thead> <tr> <th style="text-align: left; width: 45%;"><u>FIRM</u></th> <th style="text-align: left; width: 30%;"><u>CONTACT</u></th> <th style="text-align: left; width: 25%;"><u>DATE SENT</u></th> </tr> </thead> <tbody> <tr><td style="height: 150px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 150px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 150px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 150px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 150px;"> </td><td> </td><td> </td></tr> </tbody> </table>				<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>															
<u>FIRM</u>	<u>CONTACT</u>	<u>DATE SENT</u>																			

Demonstration of Good Faith Efforts (Cont'd)

5	SB/DVBE firms which were available and considered.
 Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____ Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____ Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____	

STATE OF CALIFORNIA**Recycled Content Certification**

California Integrated Waste Management Board

CIWMB 74C (Revised 2/03 for Contracts)

Contract # _____

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager.

This form may be completed by Contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name _____ Date _____

Address _____ Phone _____

Fax _____ E-mail _____ Web site _____

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category ¹	Postconsumer Material (Percent) ²	Secondary Material (Percent) ³	Virgin Material (Percent) ⁴	Total Percent ⁵
										100%
										100%
										100%
										100%
										100%
										100%
			Total: \$ _____							

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and Contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Public Contract Code section 12205 (a) requires all State agencies to require all Contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Printed name of person completing form

Title

Signature of person completing form

Footnotes

1. **Product category** refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, put "N/A."** Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.

Product category requirements	State's recycled content
compost and co-compost (CO) landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC
glass products (GL) windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
lubricating oils (LO) motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses	50% TR 10% PC
<u>PAINT (PT) LATEX PAINT, INTERIOR/EXTERIOR, MAINTENANCE</u>	50% TR 10% PC
<u>PAPER PRODUCTS (PP) PAPER JANITORIAL SUPPLIES, CORRUGATED BOXES, PAPERBOARD (BOXES, CARTONS, WRAPPING), HANGING FILES, FILE BOXES, BUILDING INSULATION, CONTAINERS</u>	50% TR 10% PC
<u>PLASTIC PRODUCTS (PL) TONER CARTRIDGES, CARPET, OFFICE PRODUCTS, PLASTIC LUMBER, BUCKETS, WASTE BASKETS, BENCHES, TABLES, FENCING, CLOTHING, PACKAGING, SIGNS, POSTS, BINDERS, AND BUCKETS</u>	50% TR 10% PC
printing and writing paper (PW) xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC
solvents (SO) heavy printer cleaner, auto degreaser, parts cleaner	50% TR 10% PC

steel products (ST) For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving

25% TR
10% PC

TIRE-DERIVED PRODUCTS (TD) FLOORING, WHEELCHAIR RAMPS, PLAYGROUND COVER, PARKING BUMPERS, TRUCK-BED LINERS, PADS, WALKWAYS, TREE TIES, ROAD SURFACING, WHEEL CHOCKS, ROLLERS, TRAFFIC CONTROL PRODUCTS, MUD FLAPS, POSTS

50% PC

tires (TI) passenger, truck, bus, trailer/equipment tires.

50% TR
10% PC

TR = total recycled-content PC = postconsumer

- Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.
- Secondary material** is material derived from finished products or fragments of finished products of a manufacturing process that have not been used. An example would be a manufacturer's paper trimmings put back into the manufacturing process for new products. Secondary material is generally any material (product) that did not get to the consumer or was never used prior to being recycled. Secondary material **does not** include postconsumer material.

Example: If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.
- Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.
- The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.

Bid Completion Checklist

Please use this checklist to assist in the preparation of your Bid package to ensure that all required items are included.

-
- ☐ Copy of Contractors or Sub-Contractors Accreditation with the Department of Health Services, Environmental Laboratory Accreditation Program (ELAP).
 - ☐ Three (3) Professional Client References
 - ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary or
 - ☐ Demonstration of Good Faith Efforts
 - ☐ Personnel Information and Organizational Chart
-

The following number of BID packages must be submitted as the Contractor's response to this IFB:

- ☐ One (1) unbound reproducible original Bid package marked "original."
 - ☐ One (1) Electronic copy of Bid Package in Adobe Acrobat format.
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- ☐ Certification of Enterprise Zone Act Preference
 - ☐ Certification of Target Area Contract Preference Act
 - ☐ Certification of Local Military Base Recovery Area Act Preference
-

The following forms are not required at the time of the bid submission but will be required by the successful Contractor during the contract period:

- ☐ Attachment E, Recycled Content Certification
 - ☐ Payee Data Record
-

Please note that if any of the items are missing from the Bid package, the package will be considered incomplete and will be disqualified from the process.

Contractor Status Form

Contractor's Name _____ County _____

Address _____ Phone No. _____

Fax No. _____

Federal Employer Identification No. _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:
☐ Individual

 ☐ Limited Partnership

 ☐ General Partnership

 ☐ Corporation

 ☐ Other
INDIVIDUAL:

If a sole proprietorship, state the true name of sole proprietor: _____

PARTNERSHIP:

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION:

If a corporation, place and date of Incorporation: _____

Date corporation was authorized by Secretary of State: _____

President: _____ Vice-President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

OTHER: (Explain)**SMALL BUSINESS PREFERENCE**

Are you claiming preference as a small business?

- ☐
- YES – Attach approval letter from Office of Small Business Certification and Resources
-
- ☐
- NO

Date you filed for small business preference: _____ Your small business ID No. _____

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

Client References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any Subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:

REFERENCE 1

Name of Firm	City	State	Zip Code
Street Address			
Contact Person	Telephone Number		
Dates of Service	Cost of Service		
Brief Description of Service Provided			

REFERENCE 2

Name of Firm	City	State	Zip Code
Street Address			
Contact Person	Telephone Number		
Dates of Service	Cost of Service		
Brief Description of Service Provided			

REFERENCE 3

Name of Firm	City	State	Zip Code
Street Address			
Contact Person	Telephone Number		
Dates of Service	Cost of Service		
Brief Description of Service Provided			

If three references cannot be provided, explain why:

